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2/21/12 8:50:41
DK T BK 3,402 PG 125
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

RECORDATION REQUESTED BY:

Community Bank, North Mississippi; Amory Office; 475 E. Commerce Street; Hernando, MS 38632

WHEN RECORDED MAIL TO:

Community Bank, 475 East Commerce Street, Hernando, MS 38632

SEND TAX NOTICES TO:

Community Bank, 475 East Commerce Street, Hernando, MS 38632

FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by:

Community Bank, North Mississippi
Community Bank, North Mississippi
475 E. Commerce Street
Hernando, MS 38632
(662) 429-8484

INDEXING INSTRUCTIONS: Lot 6A, Nottingham Estates S/D, located in Sec. 32, T1S, R7W, DeSoto County, MS .



MODIFICATION OF DEED OF TRUST



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THIS MODIFICATION OF DEED OF TRUST dated February 13, 2012, is made and executed between Robert P. Tate and Karen M. Tate, whose address is 1405 Nottingham Dr, Southaven, MS 38671-9474 ("Grantor") and Community Bank, North Mississippi, whose address is Amory Office, 475 E. Commerce Street, Hernando, MS 38632 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated September 21, 2009 (the "Deed of Trust") which has been recorded in DeSoto County, State of Mississippi, as follows:

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MODIFICATION OF DEED OF TRUST (Continued)

Loan No: 6533863

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recorded March 25, 2010, DeSoto County Chancery Clerk in Book 3,147, Page 361 and re-recorded March 31, 2010, DeSoto County Chancery Clerk in Book 3,149, page 226 and re-recorded April 7, 2010, DeSoto County Chancery Clerk in Book 3,152, Page 323.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in DeSoto County, State of Mississippi:

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as Lot 6A, Nottingham Estates S/D, Southaven, MS 38671.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

To extend maturity date to February 15, 2015.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. (Initial Here RPB).

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED FEBRUARY 13, 2012.

GRANTOR:

X

Robert P. Tate
Robert P. Tate

X

Karen M. Tate
Karen M. Tate

LENDER:

COMMUNITY BANK, NORTH MISSISSIPPI

X

Authorized Officer
Authorized Officer


Attached to and forming part of Modification Deed of Trust dated 2/13/12 in the name of Robert P. Tate and Karen M. Tate

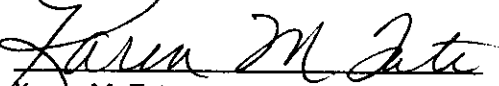
Exhibit "A"

Lot 6A, Nottingham Estates Subdivision, located in Section 32, Township 1 South, Range 7 West, DeSoto County, Mississippi, more particularly described in Plat recorded in Plat Book 15, Pages 37-39, in the Office of the Chancery Clerk of DeSoto County, Mississippi, to which reference is made for a more particular description of said property.

LESS AND EXCEPT any portion of the right-of-way of the roads shown on said recorded Plat.

Signed for identification:


Robert P. Tate


Karen M. Tate

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 6533863

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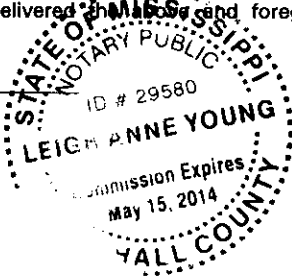
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Mississippi)
) SS
COUNTY OF Desoto)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 13th day of February, 20 12, within my jurisdiction, the within named Robert P. Tate and Karen M. Tate, who acknowledged that they signed, executed and delivered the Modification and foregoing Modification for the purposes mentioned on the day and year therein mentioned.

Leigh Anne Young
NOTARY PUBLIC

My Commission Expires:
5-15-14



LENDER ACKNOWLEDGMENT

STATE OF Mississippi)
) SS
COUNTY OF Desoto)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 13th day of February, 20 12, within my jurisdiction, the within named Simon A. Weir, who acknowledged that (he)(she) is President Desoto Div. of Community Bank, North Mississippi and that in said representative capacity (he)(she) executed the above and foregoing Modification, after first having been duly authorized so to do.

Leigh Anne Young
NOTARY PUBLIC

My Commission Expires:
5-15-14

